

RAJIV GANDHI INSTITUTE OF PETROLEUM TECHNOLOGY JAIS

[Institute of National Importance Established under the Act of Parliament]

Mubarakpur Mukhetiya, Harbanshganj, Tiloi, Amethi,

Uttar Pradesh, INDIA - 229304

Website: www.rgipt.ac.in



NOTICE INVITING e-TENDER

For

PROVIDING HORTICULTURE SERVICES

At

RAJIV GANDHI INSTITUTE OF PETROLEUM TECHNOLOGY

JAIS, AMETHI, UTTAR PRADESH - 229304

REF. NO.: RGIPT/JAIS/DOSA/HORTICULTURE SERVICES/2020-21/01

DATED: 24.03.2021

E-Tender helpdesk contact No.: 011-49606060/7398741154/9205898228/9650970101

E-Tender helpdesk E-mail ID: ewizardhelpdesk@gmail.com



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INTRODUCTION

Rajiv Gandhi Institute of Petroleum Technology Jais invites online tender bids under two-part bid system (Technical and Financial/Price bids) from PSUs/PSEs/Autonomous bodies under Centre/State Governments or reputed, experienced and financially sound manpower companies/firms/agencies for providing horticulture service at Rajiv Gandhi Institute of Petroleum Technology Jais, Amethi as per following details:

Name of work	Providing horticulture services at Rajiv Gandhi Institute of Petroleum Technology (RGIPT) Jais, Amethi, UP
Tender Ref. No.	RGIPT/JAIS/DOSA/HORTICULTURE SERVICES/2020-21/01 dated 24.03.2021
EMD	Rs. 1,20,000/- (Rs. One Lac Twenty Thousand only) through E-payment Gateway available on https://rgipt.euniwizarde.com
E-Tender processing fee (ITI Limited)	Rs. 4000/- Plus GST @ 18% through E-payment Gateway, available on https://rgipt.euniwizarde.com
Contract period	The period of contract will be of 02 years with a built-in scheme for review of the performance at the end of each year. The contract may be extended by further 1 year on the basis of performance.
Issue of tender	The tender document can be downloaded from the Institute's website www.rgipt.ac.in and https://rgipt.euniwizarde.com . Please keep visiting Institute's website for any corrigendum/amendments and submit the bids accordingly.
Pre-Bid meeting	12:00 Hrs. on 05.04.2021 at office of the Dean, Students' Affairs, Ground Floor, E-Block Hostel, RGIPT Jais, Amethi, UP for clarification of queries if any.
Last date and time for online submission of bids	13.04.2021 @ 15:00 Hrs.
Opening of tender bids	Part A: Technical bid: The technical bid will be opened on 13.04.2021 at 16:00 Hrs. in the presence of authorized representatives of intending bidders. Part B: Financial bid: Financial bid will be opened for technically qualified bidders and shall be intimated later by the institute by e-mail and/or telephone.
Contact person (For any clarification)	Umesh Kumar Sharma, Superintendent Grade – I, RGIPT Jais, Amethi Contact No.: 0535-270-4593, +91-9450071765
Proposed date for commencement of work	1 st June, 2021
E-Tender helpdesk contact details	E-Tender helpdesk contact No.: 011-49606060 / 7398741154 / 9205898228 / 9650970101, E-mail ID: ewizardhelpdesk@gmail.com

1.1 About Rajiv Gandhi Institute of Petroleum Technology (RGIPT)

The Ministry of Petroleum and Natural Gas (MoPNG), Government of India, set up the Rajiv Gandhi Institute of Petroleum Technology at Jais, Amethi, Uttar Pradesh, by the Act of the Parliament. The Institute has been accorded the eminence of being an Institution of National Importance along the lines of the Indian Institutes of Technology (IITs). The Institute is empowered to award degrees in its own right. The Institute is co-promoted as an energy domain specific institute by six leading oil public sector units (Oil and Natural Gas Corporation Limited, Indian Oil Corporation Limited, Oil India Limited, Gail (India) Limited, Bharat Petroleum Corporation Limited and Hindustan Petroleum Corporation Limited) in association with the Oil Industry Development Board. The Institute is associating with leading International Universities/Institutions specializing in the domain of Petroleum Technology and Energy.

The prime objective of the Institute is to provide excellent education, training, and research to roll out efficient human resources, and to meet the growing requirements of the Petroleum and Energy sector. The Institute has an ambitious plan to offer a number of Bachelor's and Master's degree programs, Postgraduate diploma courses and Doctoral programs in Science, Engineering and Management.

1.2 Definitions

In this request for Notice Inviting Tender, the following terms shall be interpreted as indicated below:

1. **"RGIPT" or "Institute"** means "Rajiv Gandhi Institute of Petroleum Technology Jais, Amethi".
2. **"Bidder" or "Tenderer"** means any firm taking the full responsibility of managing the contract as required in this NIT. The word "Bidder" when used in the pre-award period shall be synonymous with **"Service Provider" or "Contractor"** which shall be used after award of the contract.
3. **"Service Provider" or "Contractor"** means the successful bidder to whom the contract has been awarded and with whom the Tendering Authority signs the contract for providing Mechanized Horticulture Service at Outsource basis" at RGIPT Jais, Amethi.
4. **"Contract"** means the agreement entered into between the Tendering Authority and the Service Provider, as recorded in the document signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;
5. **"EMD"** means Earnest Money Deposit.
6. **"Service"** means providing Mechanized Horticulture Service at outsource basis at RGIPT Jais, Mukhetiya More, Harbanshganj, Tiloi, Amethi, UP - 229304.
7. **"Performance Security" or "Bank Guarantee"** means the guarantee provided by the bidders i.e. 3% of contract value.
8. Attested copies of document means self-attested copy of documents by the bidder (duly signed and stamped of the firm on the document).

1.3 Abbreviation

1. **RGIPT** –Rajiv Gandhi Institute of Petroleum Technology Jais, Amethi.
2. **PSU** – Public Sector Undertaking
3. **PSE** – Public Sector Enterprise
4. **EMD** – Earnest Money Deposit
5. **NIT** – Notice Inviting Tender
6. **PAN** – Permanent Account Number
7. **GST** – Goods & Service Tax
8. **EPF** – Employees Provident Fund
9. **ESI** – Employee state Insurance

1.4 Confidentiality

The tender document is confidential and is not to be disclosed, reproduced, transmitted or made available by the recipient to any other person. The tender document is provided to the recipient on the basis of undertaking of confidentiality given by the recipient to RGIPT. RGIPT may update or revise the document or any part of it and would subsequently be made available on CPP Portal as well as on RGIPT's website. The recipient acknowledges that any such revised or amended document is deemed to be received through portal, subject to the same confidentiality undertaking. The recipient will not disclose or discuss the contents of the document with any officer, employee, consultant, agent or other person associated or affiliated in any way with RGIPT or any of its customers or suppliers without the prior written consent of RGIPT.

1.5 NIT Disclaimer

This Notice Inviting Tender containing Annexures (Herein after called as NIT) has been prepared solely for the purpose of enabling RGIPT to select a Service Provider for Providing Mechanized Horticulture Service on outsource basis as per specifications, terms and conditions and scope defined in this NIT (herein after referred as Providing Horticulture Services).

The Bidder will be required to be innovative, capable and would need to extend all their resources in order to meet the expectation of RGIPT towards providing the required services.

1.6 Costs to be borne by the Bidder

All costs and expenses incurred by bidders in any way associated with the preparation and submission of their responses to the NIT, including but not limited to attendance at meetings, discussions, presentations, demonstrations, etc. and providing any additional information required by RGIPT, will be borne entirely and exclusively by the bidder and RGIPT shall not be liable for any costs and/or expenses in relation to responses to the NIT and/or shall not entertain any requests / representations regarding bearing/sharing of costs and /or expenses.

1.7 Legal Relationship

No binding legal relationship will exist between any of the bidders and RGIPT until execution of a definitive legal agreement.

1.8 Disqualification

Any form of canvassing/ lobbying/ influence/ cartelization, etc. by the bidder may result in disqualification of such bidder.

1.9 Information Confidentiality

The information contained in this NIT is strictly confidential. The bidder shall not share this information with any other person/party not connected with responding to the NIT or even with other potential bidders. The information contained in the NIT or subsequently provided to bidder(s), whether verbally or in writing by or on behalf of RGIPT shall be subject to the terms and conditions set out in the NIT and any other terms and conditions subject to which such information is provided.

1.10 Bidder's/Recipient's Obligation to Inform Itself

It is the Bidder's/Recipient's responsibility to conduct all necessary investigation and analysis regarding any information contained in the document and the meaning and impact of that information.

1.11 Errors and Omissions

Each bidder should notify RGIPT of any error, omission, or discrepancy found in this document. Notification should be made to the address found in proposal related details.

1.12 Acceptance of Terms

The purpose of the NIT is to provide necessary information to the potential Bidders, who qualify and intend to submit their response to the NIT. Though the NIT has been prepared with sufficient care and diligence with an endeavor to provide all required information to the potential bidders, RGIPT acknowledges the fact that the potential bidders may require more information than what has been provided in the NIT. Accordingly, in such cases, the potential bidder(s) may seek additional information/clarification required from RGIPT. RGIPT reserves the right to provide such additional information/clarification at its sole discretion.

RGIPT makes no representation or warranty and shall incur no liability, whatsoever, under any law, statute, rules or regulations on any claim the potential bidder may make in case of failure to understand the requirement and respond to the NIT. A bidder will, by responding to RGIPT's NIT document, be deemed to have fully read, understood and accepted all the terms as stated in this NIT document.

It is the bidder's responsibility to:

1. Properly understand and examine the NIT;
2. Examine all other information available on reasonable inquiry relevant to the risks, contingencies and circumstances affecting its response;
3. Satisfy itself as to the completeness, correctness and sufficiency of its response.

1.13 Liabilities of RGIPT

This invitation is not an offer by RGIPT, but an invitation for bidder responses. No contractual obligation on behalf of RGIPT whatsoever shall arise from the invitation process unless and until a formal Service Agreement is signed and executed by duly authorized officials of RGIPT and the selected bidder.

Willful misrepresentation of any fact within the bid will lead to the cancellation of the definitive agreement, without prejudice to the other actions that RGIPT may take. All the submissions, including accompanying documents, will become the property of RGIPT.

2. IMPORTANT INSTRUCTIONS

1. Read the tender document carefully before filling the tender bids and processing for online submission.
2. Digitally sign each page via using digital signature.
3. The technical bid should contain:
 - a. All relevant document as mentioned in eligibility criteria of the tender document.
 - b. Proof of payment of EMD of Rs. 1,20,000/- (Rs. One Lac Twenty Thousand only) through E-payment Gateway available on <https://rgipt.euniwizarde.com>. Application without EMD will not be considered.
4. The prices to be quoted in financial bid should be in stipulated format and without any condition. The price shall be filled up both in figures and words.
5. Tender form can be downloaded from the Institute's website www.rgipt.ac.in and <https://rgipt.euniwizarde.com>.
6. Please keep visiting Institute's website for any corrigendum/amendments and submit the bids accordingly.
7. Technical bid will be opened online on 13.04.2021 @ 16:00 Hrs. in the presence of authorized representatives of intending bidders if, they wish to be present at that time.
8. Financial bid of only those tenderers will be opened who will be declared technically qualified by Tender Evaluation Committee. The date and time of opening of the same will be intimated in advance through e-mail and/or telephone.
9. The offer of the tenderer will be valid for 06 (Six) months from the last date of submission of the tender document.
10. Hypothetical/conditional, incomplete bid will not be entertained & will be summarily rejected. Please note that the bidder must quote for all the categories mentioned in the tender.
11. The period of contract would be for 02 (Two) years from the date of award of the contract and it may be further extended for another one year on the satisfactory performance of contractor. The performance of the contractor will be evaluated on yearly basis.
12. RGIPT, Jais reserves the right to accept/reject any tender in part or full, without assigning any reason whatsoever.
13. If the last date of opening of the tenders coincides with a holiday, then the next working day shall be the opening date.

3. INSTRUCTION TO THE BIDDERS

The bidders are required to submit soft copies of their bids electronically on the e-tender Portal, using valid class 3 Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-tender Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-tender Portal.

More information useful for submitting online bids on the e-tender Portal may be obtained at: <https://rgipt.euniwizarde.com>.

3.1 REGISTRATION

1. Bidders are required enroll on the e-Procurement Portal (URL: <https://rgipt.euniwizarde.com>) with clicking on the link "Online bidder Registration" on the e-tender Portal by paying the Registration fee of Rs. 2360/- Per vendor/per year.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded on portal <https://rgipt.euniwizarde.com>

3.2 SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, you can pay the form fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3.3 PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colored option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” available to them to upload such documents.
5. These documents may be directly submitted from the “My Documents” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

3.4 SUBMISSION OF BIDS

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RGIPT, Jais.
3. Bidder has to select the payment option as “e-payment” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bid click “Complete” (i.e. after clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
10. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

3.5 ASSISTANCE TO BIDDERS

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

queries relating to the process of online bid submission or queries relating to e-tender Portal in general Any may be directed to the 24x7 Helpdesk Support. The contact number for the helpdesk is “011-49606060/7398741154/9205898228/9650970101” and E Tendering Helpdesk email ID: ewizardhelpdesk@gmail.com.

ELIGIBILITY CRITERIA FOR EVALUATION OF TECHNICAL BID

1. Proof of payment of EMD for an amount of Rs. 1,20,000/- (Rs. One Lac Twenty Thousand only) through E-payment Gateway available on <https://rgipt.euniwizarde.com>.
2. The tenderers must have an experience of handling the horticulture service in Government / PSUs / Autonomous Bodies / National level Institutions in last 05 preceding financial years ending on March 31, 2020. **The horticulture service means agriculture of plants and shrubs mainly for beauty and decoration along with development of new ideas for classic and charming view of the Institute with the help of different type of flowering and decorative plants at RGIPT Jais campus.** The tenderer should have completed in the last 05 preceding financial years ending on March 31 2020, at least:
 - a) One similar work contract of 32.00 Lacs or more, **OR**
 - b) Two similar work contracts of 20.00 Lacs or more **OR**
 - c) Three similar work contracts of 16.00 Lacs or more.

(Please attach copies of the certificates of satisfactory completion of the contract along with technical bid of the tender)

3. The following documents must be submitted along with the tender document:
 - a) Registration certificate of **Goods and Service Tax (GST)**.
 - b) Copy of PAN Card
 - c) Registration certificate of **Employees' Provident Fund (EPF)**.
 - d) Registration certificate of **Employees' State Insurance (ESI)**.
 - e) Registration certificate under Contract Labour (Regulation & Abolition) Act, 1970.
 - f) Audited Balance Sheet of last 03 preceding financial years with statement of Income and Expenditure Receipt/Profit & Loss Account certified by Chartered Accountant.

{Average annual turnover of last 03 preceding financial years ending on March 31, 2020 should be greater than or equal to Rs. 40.00 Lacs. Please note that computation of average annual turnover should be in relation of horticulture services (men & material) only.}

- g) Copy of Income Tax Returns (ITR) of last 03 preceding financial years ending on March 31, 2020.
 - h) Any other registration / license which are mandatory for such agencies stipulated by concerned authorities from time to time such as storage of Hazardous Chemicals, insecticides etc.
4. Non-blacklisting certificate on firm's letterhead as per **Annexure - II**.
5. Solvency Certificate of Rs. 40 (Forty) Lacs to be submitted on Bank's letterhead as per attached **Annexure -III** and should be enclosed with technical bid.
6. Declaration as per attached **Annexure- IV**.

Note: Consortium/Joint Venture bids shall not be accepted under any circumstances.

GENERAL INSTRUCTIONS TO TENDERERS

Eligible and willing agencies are advised to visit the Rajiv Gandhi Institute of Petroleum Technology (RGIPT) Jais site to get an onsite assessment of the work on any working day between 10:00 AM to 04:00 PM after taking permission from the Dean, Students' Affairs.

1. The closing date and time for online tender submission is 15:00 Hrs. on 13.04. 2021.
2. The technical bid of the tender will be opened online at 16:00 Hrs. on 13.04. 2021 in presence of the authorized representatives of the tenderers, who wish to be present at that time.
3. A Pre-Bid meeting shall be held on 05.04. 2021 @ 12:00 HRS at Dean of Students' Affairs Office, Ground Floor, E Block, Hostel, RGIPT Jais to clarify the queries of intending bidders, if any.
4. Financial bid will be opened only for technically qualified bidders and shall be intimated later by email and/or telephone.
5. The technical bid should be submitted online and should contain all the papers to fulfill all the eligibility criteria, certificates of experience, satisfactory performance certificates, undertaking as per instructions and list of the equipment's, tools and tackles required for the job.
 - **“Technical Bid and Financial Bid for Horticulture Services along with proof of EMD submission should be uploaded online through website <https://rgipt.euniwizarde.com>.”**
 - **In absence of EMD, the tender will be summarily rejected.**
 - **Micro or small Enterprises registered with National Small Industries Corporation or any other body specified by ministry of Micro, Small & Medium Enterprises are entitled to exemption from submitting EMD, subject to submission of valid certificate of MSME.**
6. The Earnest Money Deposit will be refunded to the unsuccessful tenderer only after finalization of the contract. In case of the successful tenderer EMD will be refunded after receipt of the performance security deposit. No interest will be paid on the EMD.
7. The bid shall be valid for 06 months from the last date of submission of tender document/date of opening of tender.
8. No tenderer will be allowed to withdraw his tender after submission during the bid validity period (06 months). In case the tenderer does not honour his bid, the EMD submitted by the tendering firm would stand forfeited.
9. All entries in the tender form should be legible and filled clearly. Any overwriting or correction which is unavoidable must be signed by the authorized signatory.
10. In case, the successful tenderer declines the offer of contract, for whatsoever reason(s), his EMD will be forfeited.
11. A formal contract shall be entered into with the successful tenderer. In this contract, the successful tenderer shall be defined as “Contractor”.
12. Successful tenderer will have to deposit the Performance Security Deposit of 03% of awarded annual contract value in the form of Demand Draft of any nationalized/scheduled bank, drawn in favour of “Rajiv Gandhi Institute of Petroleum Technology” payable at Jais, Amethi, within 15 days from the award of the contract and commencement of the work, otherwise the contract may be cancelled and EMD will be forfeited.
13. After successful completion of the contract, the security deposit will be refunded to contractor after adjustment of dues, if any, to institute by the contract. No interest will be paid on Performance Security amount.

GENERAL CONDITIONS OF CONTRACT

1. The period of contract will be 02 years, which can be extended further for a period of 01 year with a built-in scheme for review of the performance at the end of each year. Revision of Minimum wages of manpower will be applicable as per rule of Govt. of India, Minimum Wages Act, and Ministry of Labour & Employment.
2. Request for advance of any type during the contract period by the contractor to RGIPT, Jais will not be entertained at any cost.
3. RGIPT Jais reserves the right to terminate the contract by serving 01 month notice, in writing, if the services of the contractor are not found satisfactory. The contractor may also ask for the same by giving 03 months' notice, but he has to provide the horticulture facility till the next agency is engaged. In case, if contractor fails to do so, his security deposit will be forfeited.
4. The persons to be deployed by the contractor should be properly trained, have requisite experience and skills for carrying out a wide variety of horticulture work using appropriate materials and tools/equipment.
5. The contractor will have to provide standard liveries as approved by Dean, Students' Affairs, RGIPT Jais /concerned In-charge at his own cost to its horticulture staff. The staff shall be in proper uniform bearing their name tag displayed on their uniform, all the time along with their identity card.
6. Samples of liveries will have to be submitted by the contractor for the approval of competent authority within 15 days and proper uniform should be provided to the workers within 45 days from the date of entering into the agreement. If the case of non-wearing of uniform were found by any of the staff/supervisor, penalty @ Rs. 200/- per worker per day will be deducted from the bill.
7. The Uniform means:
 - a) 2 sets of uniforms for summer and winter
 - 1 complete set of summer uniform means full pant, full/half shirt and shoes.
 - 1 complete set of winter uniform means full pant, full shirt, full sweater and shoes.
 - b) Gumboots as per need and requirement.
 - c) Hand gloves as per need and requirement.
 - d) Face mask and goggles as per need and requirement.
8. The contractor will arrange all items needed for his staff, maintain the inventory of stores, sufficient stationery, daily duty roster chart etc. The horticulture staff will first report to appropriate place to their supervisor and subsequently will be deployed for duty after having been checked for liveries, upkeep, issue of material and equipment's, etc.
9. RGIPT Jais will provide space for a storeroom to the contractor in the premise of the Institute. The supervisor deployed by the contractor will store all their liveries, materials, equipment in the storeroom and maintain a record of the stores, which shall be opened to inspection for competent authority of RGIPT Jais.
10. The contractor should ensure the Health and Safety measures of the employees. RGIPT Jais may also conduct health checkup of the staff deployed at regular intervals.
11. The contractor will be responsible for supply / installation / refilling / maintenance of all consumables, items and equipment's used in all areas of the Institute's Campus for horticulture purpose.
12. The contractor must deploy adult and experienced labour only. Employment of child labor will lead to the termination of the contract.
13. The contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The contractor shall be fully responsible for the conduct of his staff.
14. The contractor at all times should indemnify RGIPT against all claims, damages or compensation under the provisions of Payment of Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, the Workmen Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefit Act

1961, Payment of Bonus Act, 1965 or any other law relating thereto and rules made there under from time to time. RGIPT Jais will not own any responsibility in this regard.

15. **The tenderer should quote manpower charges in Financial Bid strictly in accordance with the minimum wages as decided by the Central Govt. for Jais, Amethi (UP). If the rates quoted found below the minimum wages, tender will be rejected. RGIPT Jais, Amethi comes under the 'C' Area.**
16. Under any circumstances whatsoever, the manpower deployed shall be paid wages not below the Minimum wages set by Central Government. The rate will be revised solely based on the revision of minimum wages as notified by Government from time to time. It is a sole responsibility of contractor to ensure that each and every horticulture staff / supervisor should be either paid as per the revised minimum wages slab or as per actual. The differential amount on account of revision of minimum wages act will be reimbursed by RGIPT on actual basis, subject to submission of proofs/challans.
17. In case of introduction of any new statutory taxes by State/Central Government, if applicable, it will be reimbursed by RGIPT on actual basis, subject to submission of proofs/challans.
18. In the event of injury, illness or accidents to any worker, RGIPT Jais will not be liable to pay any compensation. The insurance cover shall include the liability under the Workmen Compensation Act.
19. The service provider shall in no case pay its employee less than the minimum mandatory rates per day in accordance with the Minimum wages fixed by Central Government and a record of that should be kept in a register, which may be made available for examination to RGIPT Jais, as and when demanded.
20. The workers employed by the contractor shall be his sole employees and RGIPT Jais shall not have any relation whatsoever with employees of the contractor. He will be fully responsible for their acts, conduct and any other liabilities.
21. In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the contractor will be liable to be forfeited by RGIPT Jais besides annulment of the contract.
22. Once the horticulture staff is allotted an area of work, he or she will be under supervision of the concern In-Charge of the Institute. In addition to the instructions issued by the contractor side, the horticulture staff have to follow all instructions and orders given by the concern In-Charge of the Institute. These instructions should be considered as the scope of work.
23. The contractor shall:
 - a) Provide all items, equipment and consumables for regular horticulture work at RGIPT Jais.
 - b) Ensure that their managers / supervisors are equipped with mobile phones and are available to Institute, as per the need and requirement.
 - c) Arrange for a cycle trolley for transportation of waste/weeded/grass/plants/equipment from one place to other, as per the need and requirement.
 - d) Ensure that the horticulture work does not adversely affect the surroundings or personnel deputed for the work. Protective gear including boots, gloves etc. shall be provided by the contractor to the horticulture staff.
 - e) Collect all the information for processing of paper formalities for timely disbursement of wages to their workers. It is a sole responsibility of contractor to collect and prepare all the relevant papers in consultation with concerned In-Charge for the same. **Please note that the payment to workers should be paid by 7th of every month.**
24. If there are conflicting points in the NIT, RGIPT reserves the right to take a position on the conflicting issue which will be binding on the selected bidder, any time during the period of contract. No appeal will be entertained.
25. No commitment to accept lowest bid or any bid – RGIPT shall be under no obligation to accept the lowest Financial/ Price bid or any other offer received in response to this NIT. RGIPT will not be obliged to meet and have discussions with any bidder, and/ or to listen to any representations in respect of the rejection.

26. EARNEST MONEY DEPOSIT

- a) The bidder has to pay Earnest Money Deposit (EMD) of Rs. 1,20,000/- (Rs. One Lac Twenty Thousand only) through E-payment Gateway available on <https://rgipt.euniwizarde.com>.
- b) EMD will not carry any interest under any circumstance.
- c) Offers made without the Earnest Money Deposit will be rejected.
- d) The amount of Earnest Money Deposit would be forfeited in the following scenarios:
 - i. In case the Bidder withdraws the bid prior to validity period of the bid and after last date of submission of the bid for any reason whatsoever;
 - ii. In case the successful bidder refuses to accept and sign contract within 01 month of issuance of contract order/letter of intent for any reason whatsoever.
- e) The EMD of unsuccessful bidders shall be returned after completing due procedures of award of contract.
- f) Earnest Money Deposit would be returned to the successful bidder after the submission of the Performance Guarantee.

27. PERFORMANCE SECURITY

- a) The successful bidder shall deposit a Performance Security for an amount of 03% of contract value in the form of Demand Draft in favour of Rajiv Gandhi Institute of Petroleum Technology payable at Jais, Amethi within 15 days from the date of issue of work order. The validity of Performance Security should be up to 60 days after the expiry of validity of contract and other obligations towards the contract. The guarantee should be of that of a Nationalized Bank only.
- b) In the event of non-performance of obligation or failure to meet terms of this NIT, RGIPT shall be entitled to invoke the Performance Guarantee without notice or right of demur to the bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the bidder should be deducted from the remaining amount of Performance Guarantee.
- c) RGIPT reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.
- d) If the Performance Guarantee is not submitted within the stipulated time, RGIPT reserves the right to cancel the approval of the quoted rates in the tender, and the earnest money deposit submitted by the bidder, will be forfeited.
- e) In case, the contract is further extended beyond the initial period, the Performance Guarantee will have to be accordingly renewed by the successful bidder.

28. PAYMENT TERMS

- I. Payment will be made within 01 month from the date of submission of the original bill to the concern In-charge. Payment of the bill will be based on standardized proforma, duly approved by RGIPT Jais, along with certified copy of attendance sheet in respect of the persons deployed.
- II. While submitting the bill, the contractor must attach the following proofs/challans with the original GST invoice:
 - a) Wages of workers were credited to their bank accounts on _____ (Acknowledgment by bank enclosed).
 - b) ESI contribution relating to workers was deposited on _____
 - c) (Copy of Challan enclosed with contribution sheet).
 - d) EPF contribution relating to workers was deposited on _____ (copy of the Challan enclosed with contribution sheet)
 - e) RGIPT Jais is complying with all statutory Labour Laws including Minimum Wage Act. The payment would be made on monthly basis on verification of attendance sheets, wage register, monthly ESIC/EPF/ Goods & Service Tax challan /Deployment sheets/ Duty

- Roster, which are duly signed by Concerned In-Charge.
- f) The TDS shall be deducted as per the provisions of Income Tax Act, as amended from time to time and a certificate to this effect shall be provided by RGIPT to the contractor.
 - g) Please note that the payment of wages to workers shall not be linked to the payment of bill by RGIPT Jais and should be paid by 07th of every month, failing which penalty of Rs. 1000/- per day will be imposed for the delayed period. If the contractor fails to provide proof of payment of statutory dues, his contract shall be terminated after serving one month's notice. **Cash payment receipt will not be entertained at all and payment in cash will be deemed as no payment at all.**

29. TERMINATION OF CONTRACT

RGIPT reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contracts with RGIPT.

Cancellation of contract in Full or in Part: RGIPT at its sole discretion can terminate the contract at any time during the period of contract, If the contractor:

- a) At any time makes default in proceeding with the works and observes negligence and continues to do so even after a notice in writing from the RGIPT; or
- b) Commits default in complying with any of the terms and conditions of contract and does not remedy it or take effective steps to remedy it within 15 days after a notice in writing is given to him in that behalf by the RGIPT; or
- c) Fails in yearly performance evaluation of the service provider/contractor by RGIPT; or
- d) Violates any of the terms and conditions stipulated in the agreement/tender document.

30. RIGHTS TO RGIPT

RGIPT reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

- a) To terminate the contract without assigning any reason whatsoever.
- b) To effect recovery from any amounts due to the contractor under this or any contract or in any other forms, the amount RGIPT is statutorily forced to pay to anybody due to contractor's failure to fulfil any of his obligations.
- c) To get any part of the work done through other agency or deploy RGIPT's own/hired or otherwise arranged resources, at the risk and cost of the contractor after giving due notice period of two weeks to the contractor in the event of:
 - (i) Contractor's continued poor performance
 - (ii) Withdrawal from or abandonment of the work before completion of the work
 - (iii) Contractor's inability to complete the work as stipulated in the contract
 - (iv) Poor quality of work
 - (v) Any corrupt act of the contractor

- (vi) Insolvency of the contractor
- (vii) Persistent disregard to the instructions of RGIPT
- (viii) Assignment, transfer, sub-letting of contract without RGIPT's written permission
- (ix) Non fulfilment of any contractual obligation
- (x) In the opinion of RGIPT, the contractor is overloaded and is not in a position to execute the job as per required schedule.
- (xi) If, at any stage during contract period, any complex issue arises as a result of major shift in Central/State Govt. Rules & Regulations/Notifications and solution to such issues is not rendered herein or such issues which do not find stable solutions for the contractual period within terms & conditions of the Tender/Contract Agreement, RGIPT shall have the right to terminate such contract.

31. FORCE MAJEURE

- a) The contractor shall not be liable for forfeiture of its Performance Guarantee, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- b) For purposes of this clause, "Force Majeure" means an event explicitly beyond the reasonable control of the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within Seven (07) calendar days.
- c) Unless otherwise directed by RGIPT in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d) In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, RGIPT and the contractor shall hold consultations in an endeavor to find a solution to the problem.
- e) Notwithstanding above, the decision of RGIPT shall be final and binding on the contractor.

32. CORRUPT AND FRAUDULENT PRACTICE

1. As per Central Vigilance Commission (CVC) directives, it is required that contractor observe the highest standard of ethics during the execution of contract in pursuance of this policy. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in contract execution.
2. "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of contract to the detriment of RGIPT and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid rates at artificial non-competitive levels and to deprive RGIPT of the benefits of free and open competition.
3. RGIPT reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
4. RGIPT reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

33. INSURANCE

- a) It is the sole responsibility of the contractor to insure his materials, equipment, workmen, etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's Compensation Act. The work be carried out in protected area and all the rules and regulations of the RGIPT in the area of project which are in force from time to time will have to be followed by the contractor.
- b) If due to negligence and or non-observation of safety and other precautions by the contactors, any accident/injury occurs to the property/manpower belonging to the RGIPT/third party, the contractor shall have to pay necessary compensation and other expense, if so by the appropriate authorities. RGIPT will not be responsible for any injury/death caused to the employees provided by contractor at RGIPT. It will be the responsibility of contractor to abide with all the provisions of the Workmen Compensation Act, 1923 and no compensation, whatsoever shall be paid by RGIPT in this regard. The workforce deployed by the contractor should be adequately covered under Personal Accident Insurance Plan and proof will be submitted with RGIPT by the contractor.

34. INFORMTION OWNERSHIP

All official information processed, stored, or transmitted by manpower deployed by the bidder belongs to RGIPT. By having the responsibility to handling the official information by the manpower deployed, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately

35. RISK CLAUSE:

- a. The contractor shall at all times have standby arrangements for carrying out the work under the contract, in case of any failure of the existing arrangement. RGIPT Jais reserve the right for termination of the contract, at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderer at the cost, risk and responsibilities of contractor and excess expenditure incurred on account of this will be recovered by the RGIPT Jais, from the contractor's Performance Security Deposit or pending bills or by raising a separate recovery claim.
- b. It is the duty of the contractor to provide all necessary reports and other information to the concerned In-Charge, from time to time, in order the review of the performance of the contractor. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destructions, waste or misuse the areas of responsibility given to them by the Institute, and shall not knowingly lend to any person or company any of the effects or assets of the Institute, under its control.
- c. In the event of loss/damage of equipment etc. at the premises of the RGIPT Jais due to negligence/carelessness of contractor staff, the contractor shall compensate the loss to RGIPT, Jais. The contractor or its representative/s shall meet concerned In-Charge regularly to take feedback regarding the horticulture services.
- d. The contractor will also maintain a suggestion book and a complaint register, to be produced to concerned In-Charge/Dean, Student Affairs, as and when required. Please note that suggestion book and complaint register will be periodically circulated amongst the faculty and staff for their input and suggestions.
- e. The contractor shall, in performing its part of this agreement, ensure the safety of the building, its equipment, furniture, fixtures and the persons working in or visiting RGIPT Jais premises and

shall indemnify Institute, for any loss or damage caused by any act of the contractor or its employees or staff etc.

- f. The contractor shall not assign or sublet this agreement or any part thereof to any third party.
- g. The horticulture staff shall be regularly trained on behavioral aspects and ethics. They shall also be made conversant with the way of working of RGIPT Jais Institute, its requirements, layout of Institute and fire safety system along with telephone numbers of the Key Personnel of the Institute.
- h. In case, the information/documents furnished by the bidder forming basis of evaluation of its bid is found to be false/fake/forged during any stage of the tender, Institute shall have the right to terminate the contract and get the remaining works executed by a third party at the risk & cost of the contractor and without any prejudice to other rights available to RGIPT under the contract such as forfeiture of the contract performance security furnished by the contractor.
- i. In case, if any submitted challan of statutory liability founds to be false/fake, the amount of same would be recovered from the monthly bill of the contractor along with the penalty as decided by the competent authority of the Institute.

36. PENALTY CLAUSE:

- a. Wages of the workers should be paid by 07th of every month, failing of which, penalty of Rs. 1000/- (Rs. One Thousand only) per day will be imposed for the delayed period.
- b. Whenever and wherever it is found that the horticulture work is not up to the mark due to negligence of horticulture staff, it will be brought to the notice of the supervisory staff of the contractor by the concerned In-Charge of RGIPT Jais and if no action is taken within due course of time, penalty @ Rs. 500/- (Rs. Five Hundred only) per complaint shall be imposed. The decision of Dean, Student Affairs, RGIPT Jais shall be final in this regard.
- c. If the case of non-wearing of uniform were found by any of the staff/supervisor, penalty @ Rs. 200/- (Rs. Two Hundred only) per worker per day will be deducted from the bill.
- d. In case, if the horticulture work is not found satisfactory for want of material, penalty will be imposed @ Rs. 200/- (Rs. Two Hundred only) per day till the material made available and the complaint has been resolved.
- e. The Dean, Students' Affairs will be the final authority to decide any penalty on receipt of complaints towards horticulture services as well as to waive off any penalty imposed due to above mentioned points, in case of reasonable ground provided with written request by the contractor.

37. GOVERNING LAW AND JURISDICTION

This NIT and subsequent agreement with the selected bidder shall be governed and construed in accordance with the laws of India and courts in Amethi will have the exclusive jurisdiction to determine the issues arising out of this contract.

38. DISPUTE SETTLEMENT

It is mutually agreed that all differences and disputes arising out of or in connection with this Agreement shall be settled by mutual discussions and negotiations. If such disputes and differences cannot be settled and resolved by discussions and negotiations, then the same shall be referred to the Sole Arbitrator appointed by the Director, RGIPT Jais, whose decision shall be final and binding on both the parties.

39. ARBITRATION

If any dispute or difference arises between the parties hereto as to the interpretation, effect and implication of any provision of this agreement, including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this tender, shall within 15 days (or such longer period as may be mutually agreed upon) from the date one party informs the other in writing that such dispute or disputes or disagreement exists, be referred to negotiations for a period of 30 days after which parties can submit the dispute to arbitration in accordance with the Arbitration and Conciliation Act 1996 and the rules framed there under for the time being in force. The award made in pursuance thereof shall be binding on the parties.

1. The sole arbitrator shall be appointed by The Director, RGIPT Jais.
2. The venue and seat of the Arbitration shall be at Amethi, Uttar Pradesh.
3. The language of arbitration proceedings will be English only.
4. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.
5. The provisions of this clause shall not be frustrated, abrogated or become inoperative, notwithstanding this tender/agreement expires or ceases to exist or is terminated or revoked or declared unlawful.

The Courts at Amethi shall have exclusive jurisdiction in all matters, concerning this Agreement/ tender including any matter related to or arising out of the arbitration proceedings.

SITE PARTICULARS

Rajiv Gandhi Institute of Petroleum Technology (RGIPT), Jais, spread in 47 acres of land area and having an approximate 55,000 Sqm of horticulture area. It is situated at 30 K.M. from Rae Bareli on Rae Bareli – Sultanpur highway (NH-232).

The tenderers are advised to visit, examine the site of works & its surroundings and obtain for himself all information that may be necessary for preparing the tender and entering into a contract for execution of the works. The cost of visiting the site shall be tenderer's own.

- It is understood and agreed that the above factors have properly been investigated and considered by the Tenderer while submitting the Tender.

No claim for financial or any other adjustments to contract price, on account of lack of clarity of such factors shall be entertained.

- The facilities available at sites mentioned above are “as and where basis” and it can be examined by the tenderers before submitting their tenders. If any additional equipment's and refurbishing of the existing ones are required, the same shall be done by the tenderer, who is awarded the contract.
- Vendors shall maintain all the above equipment's and weekly maintenance to be carried out as per the schedule, which will be duly verified by the Institute.

SCOPE OF WORK

1) The basic purpose of said Horticulture Work is to

- Maintain the existing plantation and horticulture work. The list of existing plants along with their quantity in No's are mentioned hereunder in **Para-3**.
- Covered the whole campus with all seasoned greenery and beautiful flowers.
- Implementation of some new concept of landscaping to increase the face value of Institute set up and to increase the green area of the Institute.
- Existing area of the horticulture: 55,530 Sqm (Approx). Details are mentioned here under in **Para-4**.

2) The scope of the work consists of the following:

- To maintain all the trees, plants, shrubs, hedges and lawns.
- Regular watering, weeding, mowing, manuring and relaying.
- Spraying of insecticides, fungicides, weedicides and PGR at regular intervals and as per the need.
- Regular lawn mowing.
- Cutting, pruning and trimming of plantations at regular intervals and as per the need.
- Preparation & maintenance of flower beds, seasonal & perennial both.
- Preparation & maintenance of flower pots & plant pots, for indoor and outdoor designated places.
- Plantation of new trees, flowers and shrubs by excavation, as & when required.
- Development of nursery for seasonal & perennial types of flowers & plants.
- Removal of wild grass from whole of the campus.
- Removal and disposal of unwanted weeds, bushes, shrubs & other garden refuse from garden area & other area to designated space.
- Any other jobs, which is required to improve the aesthetic appearance of Buildings by introducing new concepts and ideas in the said field.

3) List of existing plants:

- | | |
|---|--|
| (1) Pusa Selection-1 Grass 16147.09 Sq.m. | (2) Wild Grass (Calcutta 2 Species) 6297.4 Sq.m. |
| (3) Aistonia Scholaris 127 Sq.m. | (4) Bauhinia blakeana 219 Sq.m. |
| (5) Cassia Fistula 59 Sq.m. | (6) Erythrina Indica 106 Sq.m. |
| (7) Ficus Infectoria 105 Sq.m. | (8) Jacaranda mimosaeifolia 17 Sq.m. |
| (9) Mimusops Elenga 62 Sq.m. | (10) Phoenix Silvestris 141 Sq.m. |
| (11) Pulmeria alba 246 Sq.m. | (12) Pulmeria rubra 274 Sq.m. |

- (13) Bougainvillea glabra 23587 Sq.m. (14) Cestrum nocturnum 26356 Sq.m.
(15) Draecena colorama 35 Sq.m. (16) Ficus long island 42968 Sq.m.
(17) Nerium Olendra Saloman Pink 300 Sqm. (18) Tabernaemontana coronaria (miniature) 5550 Sq.m.
(19) Alternanthera Green 1105.02 (20) Alternanthera Red 1141 Sq.m.
(21) Lantana Alba 392 Sq.m. (22) Lantana Sellwiana 674 Sq.m.
(23) Rhoeo Discolor 234 Sq.m. (24) Tradescantia Pendula 356 Sq.m.
(25) Verbena 562 Sq.m. (26) Wadelia Trilobata 7891
(27) Ficus benjamina 3215 Sq.m. (28) Ficus panda 12874 Sq.m.
(29) Hibiscuss Variegated 300 Sq.m. (30) Raphis Excelsa 803 Sq.m.
(31) Adenium 7572 Sq.m. (32) Furcraea 200 Sq.m.
(33) Agave Americana 129 Sq.m. (34) Calliandra Brevipes 30 Sq.m.
(35) Leucophyllum Fretescemcs 6559 Sq.m.

4) Area Statement:

- (1) Boys Hostel surrounding area : 14009 Sq.m.
(2) Administrative Building surrounding area : 7217 Sq.m.
(3) Lecture Hall surrounding area : 5789 Sq.m.
(4) Academic Blocks surrounding area : 2005 Sq.m.
(5) Road side plantation in between Academic Building and Commercial Complex : 4319 Sq.m.
(6) Surrounding area of Commercial Complex, Health Care & Guest House : 6714 Sq.m.
(7) Residential Area : 15477 Sq.m.

Total = 55530 Sq.m.

RESOURCE REQUIREMENT

A. MANPOWER:

Sl. No.	Designation/Category	Tentative Requirement
01	Unskilled	22
02	Skilled/Supervisor	01
Total		23

- a. 23 Nos. of Manpower (22 unskilled and 01 skilled category) is needed for proper horticulture services in whole of the campus. In case, if a desired standard of horticulture work is not been maintained, the contractor may be asked to increase the number of manpower as per the requirement. No payment, whatsoever, will be made for additional number of manpower. **Further if the horticulture work is not found satisfactory for want of sufficient numbers of horticulture staff, penalty will be imposed as per penalty Clause as mentioned above.**
- b. Any misconduct/misbehavior on the part of the manpower deployed by the contractor will not be tolerated and such person will have to be replaced by the contractor at his own costs, risks and responsibilities immediately, with written intimation to Dean, Students' Affairs, RGIPT Jais.
- c. The contractor should ensure to maintain adequate number of manpower on all working days and also arrange a pool of stand-by horticulture staff. In case any horticulture staff is absent from the duty/left the work, the new worker of equal status shall be provided by the contractor from an existing pool of horticulture staff with prior intimation and approval of the Dean, Students' Affairs.
- d. Horticulture service is to be provided on all 07 days of a week and as per the requirement of RGIPT Jais beyond the working hours.
- e. The contractor shall deploy competent, experienced and trained personnel to perform services under this agreement. All personnel shall carry proper identity cards and shall be dressed in uniform. The staff shall maintain discipline and conform to office etiquette. Owner may at any time instruct to remove undesirable staff of the service provider at their sole discretion. The owner can also verify the qualification of the deputed staff. No child labour must be permitted.
- f. The supervisor will look after the duty roaster of horticulture staff, stock of materials required and issue of materials to respective staff, uniform, salary and all the obligations of the contractor towards this contract. He will also be responsible to receive instructions from the office of the Dean, Students' Affairs/concern In-charge towards horticulture work and accomplishment of the same accordingly.

B. MATERIAL

1. Equipment:

- a. Sufficient number of normal tools such as spades, rakes, Hasia, khurpa, Weeding khurpi, Hedge gears, hatchets, pick Axe, secateurs, Fawda and garden saws etc required during the day to day operation of horticulture work.
- b. Sufficient numbers of water canes, wheel barrows, Hose pipes & Sprayer, looking the area and scope of work in consideration.
- c. Sufficient quantity of cow dung manures, DAP, Urea, other fertilizers, pesticides, insecticides, fungicides & PGR, as per need and requirement on actual basis.
- d. Electricity & water will be provided from the institute's side, however sufficient quantity of good quality hose pipe, suitable for all seasons and proper capacity lead wire along with plug top is to be provided by the contractor. Provision of extension cord for giving the electrical output is also in the scope of the contractor.
- e. Following Equipment's to be provided by the contractor for effective Horticulture work in whole of the campus. In case, if the said equipment's are not able to ensure an effective, efficient and proper horticulture services in the entire premises of the Institute, the Contractor will have to increase the numbers as per the requirement. No payment whatsoever will be made for these additional quantities. All these equipment's may be inspected by Concerned In-Charge of RGIPT Jais at any time for their effectiveness and proper functioning.

S. No.	Description	Number required)
1	Electric Lawn Mower	04
2	Brush Cutter	03
3	Insecticide sprayer	02
4	Watering canes	06
5	Rickshaw Thela	02
6	Hedge Shear	20
7	Spade	05
8	Secateurs	08

The minimum number of items given above is to be kept maintained by replacement whenever required. In case, if these equipment's are not able to ensure an effective, efficient and timely mechanized horticulture management in RGIPT Jais campus, the contractor will have to increase the numbers as per the requirement, no payment whatsoever will be made for these additional quantities.

2. Material:

Sl. No.	Item Description	Brand	Minimum quantity required
1	DAP	IFFCO/Equivalent	As per requirement
2	Neem Coated Urea	IFFCO/Equivalent	As per requirement
3	Carbendazim Powder	Any leading brand/Good quality	As per requirement
4	Lethal	Any leading brand/Good quality	As per requirement
5	Irrigation Hose pipes	Good quality	As per requirement
6	Cow dung manure	Good quality	As per requirement
7	Miscellaneous items	Any leading brand/Good quality	As per requirement

Note:

1. Aforesaid quantities are not exhaustive and may vary depending on requirement. If the above materials are not able to ensure an effective, efficient and timely horticulture service management in RGIPT Jais campus, the contractor will have to provide additional items as per requirement. No extra payment whatsoever will be made for these additional quantities.
2. It is the duty of the contractor to maintain sufficient stock of all the items looking into area and scope of the work. The consumables, which are to be used, should get approved by concerned In-Charge of RGIPT Jais. Records of the consumable shall be maintained, which shall be checked by the Dean, Students' Affairs/concerned In-Charge, RGIPT, Jais from time to time. In case, if any, sub-standard material was brought to site, by unfair means or if a desired standard of horticulture work is not been maintained for want of horticulture material, penalty will be imposed as per penalty clause as mentioned above.
3. Uniforms of horticulture staff, I-cards, cycle rickshaw trolley, gloves, dusters, scrubbers, sponge, safety gear etc. to be provided by the contractor as per the requirement.

Note: Electricity and water will be provided by RGIPT Jais, Amethi.

Annexure - I

TECHNICAL BID

(To be filled by the bidder)

A. Detail of Tenderer

1	Name of Company/ Proprietorship/Partnership, etc.	
2	Name of Proprietor/Director/Partner	
3	FULL PARTICULARS OF OFFICE	
a.	Address	
b.	Telephone/Mobile No.	
c.	E-mail ID	
4	REGISTRATION DETAILS	
a.	Goods and Service Tax Registration No. (GSTIN)	
b.	PAN No.	
c.	E.P.F. Registration No.	
d.	E.S.I. Registration No.	
e.	Labour License No.	

f.	Any other registration which is mandatory for such agencies stipulated by concerned authorities.	
5	DETAILS OF EARNEST MONEY DEPOSIT	
a.	Amount (Rs.)	
b.	Transaction Reference No.	
c.	Transaction Date	
6	TOTAL TURN OVER OF 03 PRECEDING FINANCIAL YEARS	
a.	F.Y. - 2019-20	
b.	F.Y. - 2018-19	
c.	F.Y. - 2017-18	
Average Annual Turn Over		

B. Detail of Experience of similar work during last 05 years, ending on march 31, 2020

Sl. No.	Name and address of the organization with name, designation and Contact Telephone / Fax No. of the Officer Concerned	Details regarding the Contract including total manpower deployed	Value of Contract (Rs.)	Duration of Contract		Is Completion Certificate attached? (Yes / No)
				From (DD/MM/YY)	To (DD/MM/YYYY)	
01						
02						
03						
04						
05						
Additional information, if any:						

(Please attach extra sheet if required in case of more experience)

Date:

Place

Signature of tenderer:

Name:

Company Seal:

Annexure - II

Declaration regarding Blacklist / Debar / Integrity

(To be executed by bidder on Rs.10/- Stamp paper & attested by Public Notary / Executive Magistrate by the bidder)

This is to certify that _____ (Name of the organization), having registered office at _____

(Address of the registered office) has never been blacklisted or restricted to apply for any such activities by any Central / State Government Department /Semi Government department/ PSU/ Autonomous bodies or Court of law anywhere in the country.

Yours faithfully,

Signatures

Name of Contractor/Officer/Authorized person

to sign the contract documents on behalf of Contractor

(Company stamp)

Date:

Place:

Annexure - III

SOLVENCY CERTIFICATE

(For Rs. 40.00 Lacs)

(On Bank's letterhead)

Ref. No.:

Date:

TO WHOMSOEVER IT MAY CONCERNED

This is to certify that to the best of our knowledge and information, M/s -----
----- (Bidder name with complete
address), a customer of our bank, is respectable and is capable of executing orders to the extent of
Rs. ----- (Rupees -----)
as disclosed by the information and records which are available with us.

M/s ----- have been our customer since ----- to date
and has been granted the following limits, at present, against various facilities granted by the Bank:
-----.

This certificate is issued without any guarantee, risk or responsibility on behalf of the Bank or any
of its officials. This certificate is issued at the specific request of the customer for the purpose of
participating in RGIPT Tender Ref. No- RGIPT/JAIS/DOSA/HORTICULTURE SERVICES/2020-21/01
dated 24.03.2021.

Signature of Authorized Person

Name: -----

Designation: -----

Date: -----

Bank's Seal:

Annexure - IV

DECLARATION

(To be executed by bidder on Rs.10/- Stamp paper & attested by Public Notary / Executive Magistrate by the bidder)

1. I, Son/ Daughter of Shri.....Proprietor / Partner / Director / Authorized Signatory of M/s.....is / am competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / We am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my/our tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of Authorized Person

Full Name

Company's Seal

Date:

Place:

Note: The above declaration, duly signed and stamped by the authorized signatory of the company and should be enclosed with Technical Bid.

Annexure - V

CHECK LIST OF THE DOCUMENTS ATTACHED WITH THE TECHNICAL BID

Please confirm the enclosure of below listed documents without which tenderer may not be eligible to participate in the tender:

Sl. No.	Particular	Attached (Yes / No)
1.	Proof of payment of EMD for an amount of Rs. 120000/-	
2.	Documentation support of contracts fulfilled in last 05 years along with their values in support of experience and financial credibility.	
3.	Copy of Goods & Service Tax Registration Certificate	
4.	Copy of PAN Card	
5.	Copy of EPF Registration Certificate	
6.	Copy of ESI Registration Certificate	
7.	Copy of Registration Certificate under Central Labour Law Authorities.	
8.	Audited Balance Sheet of last 03 years with Statement of Income & Expenditure Receipt/Profit & Loss account, etc.	
9.	Copy of Income Tax Returns (ITR) of last 03 years (F.Y. -2019-20, 2018-19 & 2017-18)	
10.	Any other registration/license which are mandatory for such agencies	
11.	Non-blacklisting certificate as per Annexure - II	
12.	Solvency Certification as per Annexure-III.	
13.	Declaration as per Annexure-IV.	

Annexure - VI

FINANCIAL BID HORTICULTURE SERVICES AT RGIPT JAIS, AMETHI

Name & address of the tenderer:

Sl. No.	Particular	Unit	Quantity	Rate/month (Rs.)	Total
1.	Manpower				
a.	Unskilled	No.	22		
b.	Skilled	No.	01		
Total					
c.	EPF @ 13%				
d.	ESIC @ 3.25%				
Total A					
2.	Material & Equipment Cost				
a.	Material cost (Monthly basis)				
b.	Equipment cost (Monthly basis)				
Total B					
Total C (A+B)					
3.	Profit margin in terms of percentage on Total C			%	
Total D (C + Profit Margin)					
4.	Applicable GST on Total D			%	
Total Amount (Total D + GST)					
In words:					

- The tenderer will quote the rate of workers for 26 days in a month.
- The tender job will be awarded on overall L1 basis, not on individual item basis.
- In case of tie between the parties, the L1 will be decided on overall criteria and more particular on financial capabilities and past experiences.
- Parties are advised to quote the rates considering all the statutory liabilities and their profit margins. Parties who will quote NIL margins and avoid any of the statutory liabilities will be treated as unresponsive and their bid will be treated as cancelled. If that would be the case, then the EMD of the respective bidder will be forfeited.
- List and quantity of the material for one month should be attached in technical sheet. No rate of any item should be mentioned by the bidder in any document of technical bid.